

1 ANTHONY & PARTNERS, LLC
JOHN A. ANTHONY (FL SBN 0731013)
2 janthony@anthonyandpartners.com
ANDREW J. GHEKAS (FL SBN 0119169)
3 *Both Appearing Pro Hac Vice*
aghekas@anthonyandpartners.com
4 100 S. Ashley Drive, Suite 1600
Tampa, Florida 33602
5 Telephone: 813.273.5616
Facsimile: 813.221.4113

6 NIESAR & VESTAL LLP
7 PETER C. CALIFANO (SBN 129043)
pcalifano@nvlawllp.com
8 JOHN A. KELLEY (SPN 194073)
jkelley@nvlawllp.com
9 90 New Montgomery St. 9th Floor
San Francisco, California 94105
10 Telephone: 415.882.5300
Facsimile: 415.882.5400

11 Attorneys for Plaintiff
12 CENTENNIAL BANK

13 **UNITED STATES BANKRUPTCY COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
[San Jose Division]

15 In re
16 EVANDER FRANK KANE,
Debtors.

CASE NO. 21-50028 SLJ

Chapter 7

17
18 HOPE PARKER,
Plaintiff,
19 v.

Adv. No. 21-5008

20 EVANDER KANE,
Defendant.

21
22 CENTENNIAL BANK,
Plaintiff,
23 v.

Adv No. 21-05016

**JOINT PRE-TRIAL CONFERENCE
STATEMENT¹**

24 EVANDER KANE,
Defendant.

Date: January 11, 2023
Time: 1:00pm
Judge: Chief Judge Stephen L. Johnson
Place: Courtroom 10
280 South First Street
San Jose, CA 95113

27
28 ¹ Unless specified otherwise, all chapter and code references are to the Bankruptcy Code, 11 U.S.C. §§ 101–1532.

1 Plaintiffs, Centennial Bank (“Centennial”) and Hope Parker (“Parker”), together with
2 Defendant/Debtor, Evander Frank Kane (“Kane”), all of whom are collectively referred to herein as
3 the “Parties,” through their undersigned counsel of record herein, hereby submit this Joint Pre-Trial
4 Conference Statement, pursuant to this Court’s Trial Scheduling Order [Doc. 33] and Federal Rule
5 of Bankruptcy Procedure 7016, and state as follows:

6 **I. THE FOLLOWING FACTS ARE ADMITTED AND REQUIRE NO PROOF**

7 The Parties agree that the Court should accept the following facts as true:

- 8 1. This proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(J).
- 9 2. Venue in this district is proper under 28 U.S.C. § 1409(a).
- 10 3. This adversary proceeding was commenced pursuant to Rule 7001(4) of the Federal
11 Rules of Bankruptcy Procedure.

12 **A. Background**

- 13 4. On January 9, 2021 (the “Petition Date”), Kane commenced Case No. 21-50028-SLJ
14 (the “Bankruptcy Case”) by the filing of his voluntary petition (the “Petition”) for
15 relief under Chapter 7 of the Bankruptcy Code.
- 16 5. Fred Hjelmest (the “Chapter 7 Trustee”) is the duly appointed Chapter 7 trustee for
17 Kane’s bankruptcy estate.
- 18 6. Marta Villacorta (the “United States Trustee”) is the duly appointed United States
19 Trustee for Kane’s bankruptcy case.
- 20 7. Kane is a professional ice hockey player.
- 21 8. Kane has played in the National Hockey League since 2009.
- 22 9. Kane is currently employed by the Edmonton Oilers.
- 23 10. From 2018 to 2021, including as of the Petition Date, Kane was employed by the San
24 Jose Sharks.
- 25 11. From 2018 to 2021, including as of the Petition Date, Kane was a party to a “National
26 Hockey League Standard Player’s Contract” (the “Player’s Contract”) with the San
27 Jose Sharks.
- 28 12. Kane took out loans with Centennial, Zions Bancorporation, and Professional Bank,

among others, that are debts in Kane's bankruptcy case. Kane testified that these loans were used to pay down some of the high interest loans he had previously taken out at several different institutions (collectively, the "High Interest Loans").

B. Kane's Income

13. In 2015, Kane's gross wages as a professional ice hockey player were \$3,900,794.
14. In 2016, Kane's gross wages as a professional ice hockey player were \$4,964,401.73.
15. In 2018, Kane's gross wages as a professional ice hockey player were \$8,385,540.
16. In 2019, Kane's gross wages as a professional ice hockey player were \$6,832,529.
17. Kane estimated his gross wages as a professional ice hockey player for 2020 to be \$7,000,000 according to his disclosure in his Statement of Financial Affairs.

C. Kane's Schedules and Statement of Financial Affairs

18. Kane's Petition stated that his debts are "primarily business debts."
19. Kane signed his Petition "under penalty of perjury that the information provided is true and correct."
20. Kane disclosed a total of \$2,150,000 in unsecured debt from six (6) individuals: Davis Sanchez, Hebron Shyng, Mike Lispti, Pete Gianakas, Raj Banghu, and Tony Veltri (collectively, the "Individual Loans").
21. Kane disclosed estimated gambling losses of \$1,500,000 for the year 2020.

D. Kane's 341 Meeting of Creditors, 2004 Examination, and Deposition

22. Kane appeared with counsel, via telephone, at the meeting of creditors 11 U.S.C. § 341(a) on February 3, 2021 (the "First Meeting"), the first date set for the meeting of creditors. The First Meeting was then continued to February 23, 2021 (the "Second Meeting") so Kane could provide additional documentation.
23. Kane appeared with counsel, via Zoom, to his 2004 Examination on March 24, 2021 (the "2004 Examination"), pursuant to the "Order Approving Stipulation Regarding Centennial Bank Rule 2004 Examination."
24. Kane appeared with counsel, via Zoom, to his deposition (the "Deposition") on July 6, 2022.

E. Discovery Requests and Responses

25. On January 14, 2022, Kane provided “Defendant’s Responses to Plaintiff’s First Request for Production of Documents” (the “Initial Production Responses”), “Defendant’s Responses to Plaintiff’s First Request for Admission” (the “Initial Admissions”), and “Defendant’s Responses to Plaintiff’s First Set of Interrogatories” (the “Initial Interrogatory Responses”).
26. The Initial Interrogatory Responses were verified by Kane on January 12, 2022.
27. On February 28, 2022, Kane provided “Defendant’s Amended Responses to Plaintiff’s First Request for Production”) (the “Amended Production Responses”).
28. Via subpoenas served on Sure Sports, LLC and the lending entities, Kane and Centennial received documentation of loans obtained by Kane going back to 2014. Centennial received copies of the documents and questioned Kane about them in his deposition.
29. On or about May 14, 2014, Kane entered into a lending relationship with Capital Financial Partners, LLC for \$600,000.
 - a. Kane received \$562,500 of the \$600,000 loan.
30. On or about June 20, 2014, Kane entered into a lending agreement with American Bank for \$1,000,000.
 - a. Kane received \$261,429.36 of the \$1,000,000 loan
31. On or about July 15, 2015, Kane entered into a lending agreement with East West Bank for \$1,750,000.
 - a. Kane received \$736,948.50 of the \$1,750,000 loan.
32. On or about August 30, 2015, Kane entered into a lending agreement with Tenacity 7401 New Hampshire, LLC for \$500,000.
33. On or about September 11, 2015, Kane entered into a lending agreement with East West Bank for \$550,000.
34. On or about January 23, 2016, Kane entered into a lending agreement with Thrivest Specialty Funding LLC for \$3,300,000.

- 1 a. Kane received \$931,549 on the loan proceeds with Thrivest.
- 2 35. On or about July 6, 2016, Kane entered into a lending agreement with Now Playing
- 3 for \$50,000.
- 4 a. Kane received approximately \$30,809 in net proceeds from Now Playing.
- 5 36. On or about July 7, 2016, Kane entered into a lending agreement with SCL-D, LLC
- 6 for \$200,000.
- 7 a. Kane received approximately \$133,000 in net loan proceeds from SCL-D,
- 8 LLC.
- 9 37. On or about October 6, 2016, Kane entered into a lending agreement with DeAngelo
- 10 Vehicle Services, LLC for \$4,150,000.
- 11 a. Kane received \$242,271 in new loan proceeds from this loan from DeAngelo
- 12 Vehicle Services, LLC.
- 13 38. On or about December 23, 2016, Kane entered into a second lending agreement with
- 14 DeAngelo Vehicle Services LLC for \$580,000.
- 15 39. On or about March 3, 2017, Kane entered into a second lending agreement with
- 16 Thrivest Specialty Funding, LLC for \$1,975,000.
- 17 40. On or about April 6, 2017, Kane entered into a third lending agreement with Thrivest
- 18 Specialty Funding, LLC for \$1,225,000.
- 19 a. Kane received \$610,830.40 in net proceeds from this third loan from Thrivest
- 20 Specialty Funding, LLC.
- 21 41. On or about June 20, 2017, Kane entered into a lending agreement with East West
- 22 Bank for \$2,000,000.
- 23 42. On or about July 5, 2017, Kane entered into a lending agreement with Seven Isles
- 24 Capital, LLC for \$3,550,000.
- 25 43. On or about July 5, 2018, Kane entered into a fourth lending agreement with Thrivest
- 26 Specialty Funding LLC for \$3,000,000.
- 27 a. Kane received \$300,655.50 in net loan proceeds from this fourth loan from
- 28 Thrivest Specialty Funding, LLC.

- 1 44. On or about September 28, 2017, Kane entered into a fifth lending agreement with
2 Thrivest Specialty Funding LLC for \$4,850,000.
- 3 a. Kane received \$721,807.89 in net loan proceeds from this fifth loan from
4 Thrivest Specialty Funding, LLC.
- 5 45. On or about December 18, 2017, Kane, through an entity referred to as Kane
6 Financial LLC, entered into a lending agreement with Democracy Capital
7 Corporation in the amount of \$1,250,000.
- 8 46. On or about March 22, 2018, Kane entered into a loan agreement with South River
9 Capital in the amount of \$1,850,000.
- 10 a. Kane received \$554,675 in new loan proceeds from this loan from South River
11 Capital.
- 12 47. On or about August 9, 2018, Kane entered into a loan agreement with Zions
13 Bancorporation, N.A. *dba* California Bank & Trust, for \$4,250,000.
- 14 48. On or about September 5, 2018, Kane entered into a loan agreement with Centennial
15 Bank for \$3,900,000.
- 16 49. On or about October 17, 2018, Kane entered into a second loan agreement with
17 Centennial Bank for an increase of \$2,000,000.
- 18 50. On or about December 28, 2018, Kane entered into a loan agreement with Thrivest
19 Specialty Funding, LLC for an increase of approximately \$405,000.
- 20 51. On or about February 28, 2019, Kane entered into a third loan agreement with
21 Centennial Bank for an increase of approximately \$715,000.
- 22 52. On or about August 26, 2019, Kane entered into a loan agreement with Professional
23 Bank for \$1,500,000.
- 24 53. On or about April 30, 2019, Kane entered into a fourth loan agreement with
25 Centennial Bank for an increase of approximately \$2,460,000.
- 26 54. On or about May 11, 2019, Kane entered into a loan agreement with South River
27 Capital, LLC for \$600,000.
- 28

II. THE FOLLOWING ISSUES OF FACT, AND NO OTHERS, REMAIN TO BE LITIGATED

1. Whether Kane kept, maintained, and preserved documentation regarding his receipt and disposition of loan funds he received from the High Interest Loans.
2. What explanation Kane can offer regarding the purpose and use of the loan proceeds he received from the High Interest Loans and whether or not the same is sufficient.
3. Whether Kane kept, maintained, and preserved documents supporting his receipt and disposition of loan funds Kane received from the Individual Lenders.
4. What explanation Kane can offer regarding the purpose and use of the loan proceeds he received from the Individual Lenders and whether or not the same is sufficient.
5. Whether Kane was required to create or maintain a personal ledger documenting his receipt and use of various loan proceeds he received from various third-parties from 2015 to 2021.
6. Whether Kane incurred the debt from Centennial to obtain money for a business or investment or through the operation of a business or investment, and whether it is relevant to his ability to obtain a discharge.
7. Whether Kane incurred the debt from Centennial for any non-consumer purposes and whether it is relevant to his ability to obtain a discharge.
8. Whether Kane incurred the debt from Zions to obtain money for a business or investment or through the operation of a business or investment, and whether it is relevant to his ability to obtain a discharge.
9. Whether Kane incurred the debt from Zions for any non-consumer purposes and whether it is relevant to his ability to obtain a discharge.
10. Whether Kane incurred the debt from Professional Bank to obtain money for a business or investment or through the operation of a business or investment, and whether it is relevant to his ability to obtain a discharge.
11. Whether Kane incurred the debt from Professional Bank for any non-consumer purposes and whether it is relevant to his ability to obtain a discharge.
12. Whether Kane incurred the debt from South River to obtain money for a business

1 or investment or through the operation of a business or investment, and whether it
2 is relevant to his ability to obtain a discharge.

3 13. Whether Kane incurred the debt from South River for any non-consumer purposes
4 and whether it is relevant to his ability to obtain a discharge.

5 14. Whether Kane incurred the debt from Individual Lenders to obtain money for a
6 business or investment or through the operation of a business or investment, and
7 whether it is relevant to his ability to obtain a discharge.

8 15. Whether Kane incurred the debt from Individual Lenders for any non-consumer
9 purposes and whether it is relevant to his ability to obtain a discharge.

10 16. Whether Kane kept, maintained, or preserved appropriate documents and records to
11 allow creditors to reasonably ascertain his financial condition.

12 17. Whether Kane appropriately documented his wins and losses pertaining to his
13 gambling.

14 18. Whether Kane kept, maintained, and preserved documents and records relating to his
15 gambling.

16 19. Whether Kane kept, maintained, and preserved documents, records, or bank
17 statements associated with his various bank accounts and credit cards for a
18 reasonable period of time pre-petition.

19 20. What explanation Kane can offer for the deposits and withdrawals in and out of his
20 various accounts and credit card statements from 2019 to 2020.

21 21. Whether Kane owned an interest in real property located at 8488 Cornish St., Unit
22 902, in Vancouver, British Columbia, Canada (the “70th and Granville Property”) at
23 the time of filing his bankruptcy or within the year prior to his bankruptcy filing.

24 22. If Kane owned an interest in the 70th and Granville Property, whether he transferred
25 it within one year prior to Petition Date.

26 23. If Kane transferred an interest in the 70th and Granville Property within one year
27 prior to the Petition Date, what intent motivated such transfer.

28 24. Whether Kane kept, maintained, and preserved recorded information from which his

financial condition and business transactions might be ascertained.

25. What recorded information Kane was required to keep, in light of the factors and circumstances of the case.
26. Whether Kane's debts are "primarily business debts", as defined on the Petition, and what knowledge and intent motivated such statement on his Petition.
27. Whether Kane's debts are "primarily consumer debts."
28. If Kane owned an interest in the 70th and Granville Property, what knowledge and intent motivated Kane's failure to list the 70th and Granville Property on his Schedules.
29. Whether Kane's reported Schedule J monthly expense of \$15,000 in payments that he makes to support his mother, father, grandmother, and uncles should have also been listed in Kane's Statement of Financial Affairs as payments to insiders within one year prior to the Petition Date, and what knowledge and intent motivated Kane's reporting of such payments.
30. What Kane's Schedule I income was as of the Petition Date, and what knowledge and intent motivated Kane's reporting of his monthly income.
31. What explanation Kane has provided regarding any loss of assets or deficiency of assets to meet his liabilities.

III. THE FOLLOWING ISSUES OF LAW, AND NO OTHERS, REMAIN TO BE LITIGATED

1. If Kane owned an interest in the 70th and Granville Property, whether under § 727(a)(2) Kane, with intent to hinder, delay, or defraud a creditor or an officer of the estate, has transferred, removed, destroyed, mutilated, or concealed, or has permitted to be transferred, removed, destroyed, mutilated, or concealed, the 70th and Granville Property, within one year before the Petition Date.
2. Whether Kane concealed, destroyed, mutilated, falsified, or failed to keep or preserve any recorded information from which his financial condition and business transactions might be ascertained under § 727(a)(3).
3. Whether Kane was required to maintain and preserve records for at least six (6) years

1 pre-Petition Date.

- 2 4. Whether Kane failed to maintain or preserve certain books and records regarding his
3 financial affairs for purposes of § 727(a)(3) claim or was justified in any such failure.
- 4 5. Whether under § 727(a)(4) Kane knowingly and fraudulently, in or in connection
5 with the case, made a false oath or account in his Petition in identifying his debts as
6 “primarily business debts.”
- 7 6. If Kane owned an interest in the 70th and Granville Property, whether under
8 § 727(a)(4) Kane knowingly and fraudulently, in or in connection with the case,
9 made a false oath or account by failing to list it in his Schedules and/or by omitting
10 any related transfers of the 70th and Granville Property from his Statement of
11 Financial Affairs.
- 12 7. Whether under Section § 727(a)(4) Kane knowingly and fraudulently, in or in
13 connection with the case, made a false oath or account in his Schedules and Statement
14 of Financial Affairs, as amended, in affirming that he had identified all of his
15 property.
- 16 8. Whether under § 727(a)(4) Kane knowingly and fraudulently, in or in connection
17 with the case, made a false oath or account by failing to list in his Statement of
18 Financial Affairs certain transfers that he made to insiders within one year prior to
19 the Petition Date, despite listing in Schedule J a monthly expense of \$15,000 in
20 payments that the Debtor makes to support his mother, father, grandmother, and
21 uncles.
- 22 9. Whether under § 727(a)(4) Kane knowingly and fraudulently, in or in connection
23 with the case, made a false oath or account in his Schedules and Statement of
24 Financial Affairs, as amended, in affirming that his income was \$0.
- 25 10. Whether Kane has failed to explain satisfactorily any loss of identified assets or
26 deficiency of assets to meet Kane’s liabilities, for purposes of the § 727(a)(5) claims.
- 27
28

1 **IV. THE APPROPRIATE MEASURE OF DAMAGES IS**

2 Not Applicable. No damages are requested by either Centennial or Parker in their respective
3 Adversary Complaints. Instead, each of the Plaintiffs seeks an order denying Kane a discharge
4 pursuant to 11 U.S.C. § 727(a).

5 **V. THE PARTIES HAVE EXCHANGED LIST OF WITNESSES TO BE CALLED AT TRIAL**

6 On December 8, 2022, the Parties exchanged their respective Witness Lists.

7 Centennial's Witness List is Attached hereto as Exhibit "D."

8 Kane's Witness List is Attached hereto as Exhibit "E."

9 Parker's Witness List is Attached hereto as Exhibit "F."

10 **VI. THE PARTIES HAVE EXCHANGED ALL OTHER NON-TESTIMONIAL EVIDENCE TO BE USED AT**
11 **TRIAL**

12 On December 8, 2022, the Parties exchanged their respective Exhibit Lists.

13 **VII. THE PARTIES HAVE STIPULATED TO THE ADMISSION OF THE FOLLOWING**
14 **DOCUMENTS FOR ALL PURPOSES**

15 Centennial's Exhibit List is Attached hereto as Exhibit "A."

16 Kane's Exhibit List is Attached hereto as Exhibit "B."

17 Parker's Exhibit List is Attached hereto as Exhibit "C."

18 **VIII. THE PARTIES HAVE OBJECTIONS TO THE FOLLOWING DOCUMENTS**

19 Centennial has provisionally objected to several documents on Kane's Exhibit List. Parties
20 are discussing a possible resolution.

21 **IX. OHER MATTERS THAT MIGHT AFFECT THE TRIAL**

22 Not applicable.

23
24 DATED: January 6, 2023

ANTHONY & PARTNERS, LLC

25 By: /s/ Andrew J. Ghekas

26 Andrew J. Ghekas
27 Attorneys for Plaintiff
28 CENTENNIAL BANK

1 DATED: January 6, 2023

NIESAR & VESTAL LLP

2

3

By: /s/ **Peter C. Califano**

4

Peter C. Califano

5

Attorneys for Plaintiff

6

CENTENNIAL BANK

7 DATED: January 6, 2023

FINESTONE HAYES LLP

8

By: /s/ **Stephen D. Finestone**

9

Stephen D. Finestone

10

Attorneys for Defendant

11

EVANDER KANE

12 DATED: January 6, 2023

J. LEWIS & ASSOCIATES, APLC

13

14

By: /s/ **Jonathan J. Lewis**

15

Jonathan J. Lewis

16

Attorney for Plaintiff

17

HOPE PARKER

18

19

20

21

22

23

24

25

26

27

28

Exhibit A

CENTENNIAL'S TRIAL EXHIBIT LIST

Exhibit #	Description	Bates #	Objection
1.	Voluntary Petition for Individuals Filing for Bankruptcy	[Bk. Doc. 1]	
2.	Amended Schedule A/B w/ Accompanying Declaration	[Bk. Doc. 17]	
3.	Amended Schedules D and Schedule E/F w/ Accompanying Declaration	[Bk. Doc. 18]	
4.	Amended Statement of Financial Affairs for Individuals Filing for Bankruptcy	[Bk. Doc. 19]	
5.	Second Amended Statement of Financial Affairs for Individuals Filing for Bankruptcy	[Bk. Doc. 29]	
6.	Amended Schedules A/B and Schedule J w/ Accompanying Declaration	[Bk. Doc. 30]	
7.	Amended Schedule A/B and Schedule C w/ Accompanying Declaration	[Bk. Doc. 37]	
8.	Amended Schedules A/B w/ Accompanying Declaration	[Bk. Doc. 272]	
9.	Declaration of Evander Kane in Support of Debtor's Opposition to Motion to Convert an for Appointment of Chapter 11 Trustee	[Bk. Doc. 65-1]	
10.	Declaration of Evander Kane in Support of Debtor's Opposition to Motion to Dismiss	[Bk. Doc. 121]	
11.	Centennial Proof of Claim, as amended	[POC 5]	
12.	Amended Complaint to Determine Nondischargeability of Debt Pursuant to: 11 U.S.C. §523(a)(2)(A); and 11 U.S.C. §§727(a)(2)-(a)(5)	[Adv. Doc. 28]	
13.	Answer to First Amended Complaint	[Adv. Doc. 29]	
14.	Defendant's Responses to Plaintiff's First Request for Admission		
15.	Defendant's Responses to Plaintiff's First Set of Interrogatories		
16.	Defendant's Amended Responses to Plaintiff's First Request for Production of Document		

17.	Defendant's Responses to Plaintiff's Second Set of Interrogatories		
18.	February 10, 2022 Correspondence from S. Finestone to A. Ghekas Re: Centennial Bank v. Evander Frank Kane, Adv. Proc. No. 21-05016, In re Evander Frank Kane, Case No. 21-50028		
19.	January 21, 2022, E-mail Correspondence from R. Witthans to A.Ghekas Re Kane: Documents Responsive to Centennial RFP		
20.	March 14, 2022, March 9, 2022, March 3, 2022, E-mail Correspondence to/from R. Witthans & A. Ghekas Re Kane: Amended/Supplemented Response to Centennial RFP		
21.	Bank Statements – RBC -0532 for Sep. 12, 2019 thru Jan. 10, 2020	Kane.CB-004531; Kane.CB-004527-28; Kane.CB-004523-24; Kane.CB-004519-20	
22.	Bank Statements – RBC -0532 for Jan. 10, 2020 thru Jan. 12, 2021	EK000851-852; EK000872-873; EK000832-833; EK000877-878; EK000868; EK000863-864; EK000837; EK000893; EK000887-888; EK000883-884; EK000847-848; EK000858-859	
23.	Bank Statements – RBC -5955 for Sep. 12, 2019 thru Jan. 10, 2020	Kane.CB-004532-33; Kane.CB-004529-30; Kane.CB-004525-26; Kane.CB-004521-22	
24.	Bank Statements – RBC -5955 for Jan. 10, 2020 thru Jan. 12, 2021	EK000860-862; EK000874-876; EK000834-836;	

		EK000879-882; EK000869-871; EK000865-867; EK000838-839; EK000894-896; EK000889-892; EK000885-886; EK000849-850; EK000856-857	
25.	Bank Statements – Wells Fargo -1607 for Jan. 1, 2020 thru Jan. 31, 2021	EK000089-94; EK000074-79; EK000134-139; EK000039-41; EK000147-151; EK000121-126; EK000107-111; EK000053-57; EK000182-188; EK000172-178; EK000161-166; EK000064-70; EK000100-104	
26.	Credit Card Statements – Wells Fargo -2528 for: Jan 2020 to Jan 31, 2021	EK000095-97; EK000080-82; EK000140-142; EK000042-44; EK000152-154; EK000127-129; EK000112-114; EK000058-60; EK000189-191; EK000179-181; EK000167-169; EK000071-73; EK000104-106	
27.	Bank Statements – Scotiabank -28 for Jan. 1, 2019 thru Dec. 31, 2019	Kane.CB-004534- 004553; Kane.CB- 004482-83; Kane.CB-004438-39; Kane.CB-004412-13; Kane.CB-004318-19	

28.	Bank Statements – Scotiabank -28 for Jan. 1, 2020 thru Jan. 30, 2021	EK000098-99; EK000083-84; EK000145-146; EK000047-48; EK000157-158; EK000132-133; EK000119-120; EK000051-52; Kane.CB-004486-004487; EK001010-1011; EK001006-1007; EK000976-977; EK000087-88	
29.	Bank Statements – Scotiabank -87 for Jan. 1, 2019 thru Dec. 31, 2019	Kane.CB-004554-67; Kane.CB-004484-85; Kane.CB-004440-41; Kane.CB-004414-15; Kane.CB-004320-21	
30.	Bank Statements – Scotiabank -87 for Jan. 1, 2020 thru Jan. 30, 2021 (missing February 2020)	Kane.CB-004380-004381; EK000143-144; EK000045-46; EK000155-156; EK000130-131; EK000115-116; EK000049-50; EK000192-193; EK000170-171; EK000159-160; EK000062-63; EK000085-86	
31.	Credit Card Statement – RBC -4741 for June 26 to July 27, 2020; July 28 to Aug 25, 2020; Sep 26 to Oct 26, 2020; Oct 27 to Nov 25, 2020; Nov 26 to Dec 29, 2020	EK000843; EK000840; EK000846; EK000844-45; EK000841-42	
32.	Credit Card Statement – AmEx – Wells Fargo – 64004 for:	Kane.CB-004442-57; Kane.CB-004416-33;	

	Sep 6 to Oct 6, 2020; Oct 7 to Nov 6, 2020; Nov 6 to Dec 6, 2020	Kane.CB-004322-45	
33.	Bank Statements – BOA – 0171 for: Aug 22 to Sep 19, 2019; Sep 20 to Oct 22, 2019; Oct 23 to Nov 19, 2019; Dec 20 to Jan 22, 2020	Kane.CB-004263-66; Kane.CB-004251-54; Kane.CB-004239-42; Kane.CB-004382-85	
34.	Bank Statements – BOA – 0171 for: Dec. 20 2019 to Jan 22, 2020; Jan 23 to Feb 19, 2020; Feb 20 to Mar 20, 2020; Mar 21 to Apr 21, 2020; Apr 22 to May 19, 2020; May 20 to Jun 19, 2020; Jun 20 to July 22, 2020; July 23 to Aug 20, 2020; Aug 21 to Sep 21, 2020; Sep 22 to Oct 21, 2020; Oct 22 to Nov 18, 2020; Nov 19 to Dec 21, 2020; Dec 22 to Jan 20, 2021;	Kane.CB-004382-85; Kane.CB-004352-55; Kane.CB-004398-4403; Kane.CB-004301-04; Kane.CB-004404-07; Kane.CB-004390-93; Kane.CB-004386-89; EK000236-239; Kane.CB-004267-72; EK000248-251; EK000244-247; EK000240-243; Kane.CB-004231-34	
35.	Loan Docs – Capital Financial Partners LLC - \$600K – May 2014	NO BATES	
36.	Sure Sports Closing Statement – Capital Financial Partners LLC - \$600K – May 14, 2014	NO BATES	
37.	Loan Docs – American Bank - \$1MM - June 20, 2014	NO BATES	
38.	Loan Docs – East West Bank - \$1.750MM – July 15, 2015	NO BATES	
39.	Sure Sports Closing Statement – East West Bank - \$1.750MM – July 23, 2015	NO BATES	
40.	Loan Docs – Tenacity 7401 New Hampshire LLC - \$500K – Aug. 28, 2015	NO BATES	
41.	Sure Sports Closing Statement – Tenacity - \$500K – Aug 2015	NO BATES	

42.	Loan Docs – East West Bank - \$550K – Sep 1, 2015	NO BATES	
43.	Sure Sports Closing Statement – East West Bank - \$550K – Sep 11 2015	NO BATES	
44.	Loan Docs – Thrivest Specialty Funding LLC - \$3.3MM – Jan 21, 2016	NO BATES	
45.	Sure Sports Closing Statement – Thrivest LLC - \$3.3MM – Jan 23, 2016	NO BATES	
46.	Loan Docs – Now Playing, LLC - \$50K – July 6, 2016	NO BATES	
47.	Sure Sports Closing Statement – Now Playing - \$50K – July 6, 2016	NO BATES	
48.	Loan Docs – SCL-D, LLC - \$200K – July 7, 2016	NO BATES	
49.	Sure Sports Closing Statement – SCL-D-LLC - \$200K – July 7, 2016	NO BATES	
50.	Loan Docs – DeAngelo Vehicle Sales, LLC - \$4.150MM – Oct 6, 2016	NO BATES	
51.	Sure Sports Closing Statement – DeAngelo Vehicle Sales LLC - \$4.150MM – Oct 6, 2016	NO BATES	
52.	Loan Docs – DeAngelo Vehicle Sales, LLC - \$580K – Dec 23, 2016	NO BATES	
53.	Sure Sports Closing Statement – DeAngelo Vehicle Sales LLC - \$580K – Dec 23, 2016	NO BATES	
54.	Loan Docs – Thrivest Specialty Funding LLC - \$1.975MM – Mar 2, 2017	NO BATES	
55.	Sure Sports Closing Statement – Thrivest - \$1.975MM – Mar 3, 2017	NO BATES	
56.	Loan Docs – Thrivest Specialty Funding LLC - \$1.225MM – Apr 6, 2017	NO BATES	
57.	Sure Sports Closing Statement – Thrivest - \$1.225MM – Apr 7, 2017	NO BATES	
58.	Loan Docs – East West Bank - \$2MM – June 20, 2017	NO BATES	
59.	Sure Sports Closing Statement – East West Bank - \$2MM – July 5, 2017	NO BATES	

60.	Loan Docs – Seven Isles Capital LLC - \$3.550MM – July 5, 2017	NO BATES	
61.	Sure Sports Closing Statement – Seven Isles Capital - \$3.55MM – July 5, 2017	NO BATES	
62.	Loan Docs – Thrivest Specialty Funding, LLC - \$3MM – July 5, 2017	NO BATES	
63.	Sure Sports Closing Statement – Thrivest - \$3MM – July 5, 2017	NO BATES	
64.	Loan Docs – Thrivest Specialty Funding, LLC - \$4.850MM – Sep 28, 2017	NO BATES	
65.	Sure Sports Closing Statement – Thrivest - \$4.850MM – Oct 2, 2017	NO BATES	
66.	Loan Docs – Democracy Capital Corporation - \$1.250MM – Dec. 18, 2017	NO BATES	
67.	Sure Sports Closing Statement – Democracy Capital Corporation - \$1.250MM – Dec 18, 2017	NO BATES	
68.	Loan Docs – South River Capital LLC - \$1.850MM – Mar 22, 2018	NO BATES	
69.	Sure Sports Closing Statement – South River Capital - \$1.85MM – Mar 22, 2018	NO BATES	
70.	Loan Docs – Zions Bancorporation/California Bank & Trust - \$4.250MM – Aug 9, 2018	NO BATES	
71.	Sure Sports Closing Statement – California Bank & Trust - \$4.25MM – Aug 17, 2018	NO BATES	
72.	Loan Docs – Centennial Bank - \$3.9MM – Sep 5, 2018		
73.	Sure Sports Closing Statement – Centennial Bank - \$3.9MM – Sep 5, 2018		
74.	Loan Docs – Centennial Bank - \$2MM – Oct 17, 2018		
75.	Sure Sports Closing Statement – Centennial Bank - \$2MM – Oct 17, 2018		

76.	Loan Docs – Thrivest Specialty Funding d/b/a Balanced Bridge Funding - \$405K – Dec 28, 2018	NO BATES	
77.	Sure Sports Closing Statement – Thrivest d/b/a BBF - \$405K – Dec 30, 2018	NO BATES	
78.	Loan Docs – Centennial Bank - \$715K – Feb 28, 2019		
79.	Sure Sports Closing Statement – Centennial Bank - \$715K – Feb 28, 2019		
80.	Loan Docs – Professional Bank - \$1.5MM – Mar 26, 2019	NO BATES	
81.	Sure Sports Closing Statement – Professional Bank - \$1.5MM – Mar 26, 2019	NO BATES	
82.	Loan Docs – Centennial Bank - \$2.46MM – Apr 30, 2019		
83.	Sure Sports Closing Statement – Centennial Bank - \$2.46MM – Apr 30, 2019		
84.	Loan Docs - South River Capital LLC - \$600K – May 11, 2019	[POC 4]	
85.	Standard Player's Contract – w/ San Jose Sharks – Dated May 25, 2018	Cent_Prod_000044-62	
86.	2013 Tax Return (CA)	KANE000057-73 (rec from Thrivest)	
87.	2013 Tax Return (US)	KANE000074-96	
88.	2014 Tax Return (CA)	KANE000028-44	
89.	2014 Tax Return (US)	KANE000045-56	
90.	2015 Tax Return (US)	SIC-0360-0401	
91.	2016 W-2	SIC-0353-0359	
92.	2018 Tax Return (US)	EK000228-235	
93.	2019 Tax Return (US)	EK000001-35	
94.	December 20-22, 2020 E-mail Correspondence between B. Smith and J. Fiero re Meet & Confer	Kane.CB-000630-632	
95.	January 27, 2020 E-mail Correspondence between B. Smith and J. Fiero re Attention Payment	Kane.CB-000882-884	

96.	Defendant Evander Kane's Responses to Plaintiff Centennial Bank's Special Interrogatories (Set One) served in Case No: 20CV364167		
97.	Defendant Evander Kane's Response to Form Interrogatories served in Case No: 20CV364167		
98.	Defendant's Responses to Plaintiff Centennial Bank's Requests for Admission to Defendant Evander Frank Kane (Set One) served in Case No: 20CV364167		
99.	Transcript – 341 Meeting of Creditors – February 3, 2021 in Case No. 21-50028		
100.	Transcript – Cont. 341 Meeting of Creditors – February 23, 2021 in Case No. 21-50028		
101.	Transcript – 2004 Examination of Evander Frank Kane – March 24, 2021 in Case No. 21-50028		
102.	Transcript – Deposition of Evander Frank Kane – July 6, 2022 in Case No. 21-AP-05016		
103.	Loan Offering Memorandum - \$3.9MM – Centennial Bank – Aug. 16, 2018	Cent_Prod_000204-217	
104.	Loan Offering Memorandum - \$2MM – Centennial Bank – Oct. 11, 2018	Cent_Prod_000274-286	
105.	Loan Offering Memorandum - \$2.46MM – Centennial Bank -	Cent_Prod_000337-0347	
106.	Loan Offering Memorandum - \$716K – Centennial Bank -	Cent_Prod_000600-611	
107.	Financial Statement Certification w/ Personal Financial Statement	Cent_Prod_001010-1015	
108.	Personal Financial Statement – California Bank & Trust	Cent_Prod_001263-1265	
109.	E-mail Correspondence – April 8, 2019 – Professional Bank and SureSports	NO BATES [Ex 11 to Depo]	

110.	E-mail Correspondence – March 26, 2019 – Professional Bank and SureSports	NO BATES [Ex 10 to Depo]	
111.	E-mail Correspondence – Dec 28, 2018 – SureSports and Balanced Bridge Financing	NO BATES [Ex. 45 to Depo]	
112.	Any exhibits listed on Evander Kane's exhibit list		
113.	Any exhibits listed on Hope Parker's exhibit list		
114.	Any exhibits necessary for rebuttal		
115.	Any exhibits necessary for impeachment		

Exhibit B

<u>Ex.</u>	<u>Description</u>	<u>Objection</u>
A	Voluntary Chapter 7 Bankruptcy Petition, main case ECF 1	
B	Amended Schedule A/B (January 31, 2021), main case ECF 17	
C	Amended Schedules D and E/F (January 31, 2021), main case ECF 18	
D	Amended Schedules A/B and J (February 19, 2021), main case ECF 30	
E	Amended Schedules A/B and C (February 26, 2021), main case ECF 37	
F	Amended Schedule A/B (July 13, 2022), main case ECF 272	
G	Centennial closing statement re original loan (September 5, 2018)	
H	Sure Sports letter re original Centennial loan (September 5, 2018)	
I	Centennial closing statement re first amendment to loan (October 17, 2018)	
J	Sure Sports letter re first amendment to Centennial loan (October 17, 2018)	
K	Centennial closing statement re second amendment to loan (February 28, 2019)	
L	Sure Sports letter re second amendment to Centennial loan (February 28, 2019)	
M	Centennial closing statement re third amendment to loan (April 30, 2019)	
N	Sure Sports letter re third amendment to Centennial loan (April 30, 2019)	
O	Sure Sports letter re first Thrivest loan (January 23, 2016)	
P	Thrivest loan documents for first loan (January 26, 2016)	
Q	Sure Sports letter re second Thrivest loan (March 3, 2017)	
R	Thrivest loan documents for second loan (March 2, 2017)	
S	Sure Sports letter re third Thrivest loan (April 7, 2017)	
T	Thrivest loan documents for third loan (April 6, 2017)	
U	Sure Sports letter re fourth Thrivest loan (July 5, 2017)	
V	Thrivest loan documents for fourth loan (July 5, 2017)	
W	Sure Sports letter re fifth Thrivest loan (October 2, 2017)	
X	Thrivest loan documents for fifth loan (September 28, 2017)	
Y	Sure Sports letter re sixth Thrivest loan (December 30, 2018)	
Z	Thrivest loan documents for sixth loan (December 18, 2018)	
AA	Capital Financial Partners \$600k loan documents (May 2014)	
BB	American Bank \$1M loan closing memo (June 20, 2014)	
CC	Sure Sports letter re Tenacity \$500k loan (August 2015)	

DD	Tenacity \$500k loan closing memo (August 28, 2015)	
EE	East West Bank \$1.75M loan documents (July 15, 2015)	
FF	Sure Sports letter re East West Bank \$550k loan (September 12, 2015)	
GG	Sure Sports letter re Thrivest \$3.3M loan (January 27, 2016)	Not Previously Produced
HH	Now Playing \$50k loan documents (July 6, 2016)	
II	Sure Sports letter re SCL-D \$200k loan (July 7, 2016)	
JJ	SCL-D \$200k closing memo (July 2016)	
KK	DeAngelo Vehicle Sales \$4.15M loan documents (October 6, 2016)	
LL	DeAngelo Vehicle Sales \$580k loan documents (December 23, 2016)	
MM	Sure Sports letter re East West Bank \$2M loan (July 5, 2017)	
NN	Sure Sports letter re Seven Isles Capital \$3.55M loan with closing memo (July 5, 2017)	
OO	Democracy Capital \$1.25M loan (December 18, 2017)	
PP	Sure Sports letter re South River \$1.85M loan (March 22, 2018)	
QQ	South River \$1.85M loan closing memo (March 22, 2018)	
RR	Sure Sports letter re Zions/California Bank & Trust \$4.25M loan (August 17, 2018)	
SS	Zions/California Bank & Trust proof of claim	
TT	Sure Sports letter re Professional Bank \$1.5M loan (March 26, 2019)	
UU	Professional Bank \$1.5M loan closing memo (March 26, 2019)	
VV	70 Granville Property purchase contract (May 11, 2012)	Not Previously Produced
WW	70 Granville Property title transfer (October 23, 2014)	Not Previously Produced
XX	70 Granville tax invoice (2016)	Not Previously Produced
YY	70 Granville property assessment notice (2021)	Not Previously Produced
ZZ	Transcript of § 341 meeting (February 3, 2021)	
AAA	Transcript of continued § 341 meeting (February 23, 2021)	
BBB	Transcript of Centennial's Bankruptcy Rule 2004 examination of Mr. Kane (March 24, 2021)	
CCC	Transcript of Centennial's deposition of Mr. Kane (July 6, 2022)	

DDD	Estimated Buyer's Statement re 2301 Richland Property (August 20, 2020)	Not Previously Produced
EEE	Bank of America -0171 statement (period ending May 21, 2019)	Not Previously Produced
FFF	RBC -5955 statement (period ending June 12, 2019)	Not Previously Produced
GGG	RBC -0532 statement (period ending June 12, 2019)	Not Previously Produced
HHH	RBC -0532 statement (period ending July 12, 2019)	Not Previously Produced
III	Annotated Wells Fargo -1607 statement (period ending July 31, 2020)	Not Previously Produced; Hearsay
JJJ	Annotated RBC -0532 statement (period ending July 10, 2020)	Not Previously Produced; Hearsay
KKK	Annotated RBC -5955 statement (period ending July 10, 2020)	Not Previously Produced; Hearsay
LLL	Notice of Voluntary Dismissal with Prejudice (April 2, 2020), Nevada Property 1 LLC (dba The Cosmopolitan of Las Vegas) vs. Evander Kane, District Court of Clark County, Nevada case no. A-19-804759.	Relevance; Hearsay
MMM	Complaint (November 4, 2019), <i>Nevada Property 1 LLC (dba The Cosmopolitan of Las Vegas) vs. Evander Kane</i> , District Court of Clark County, Nevada case no. A-19-804759	
NNN	Email correspondence between R. Witthans, A. Ghekas, and others dated June 28, 2022 and March 14, 2022	
	Any exhibits listed on Centennial's exhibit list	
	Any exhibits listed on Ms. Parker's exhibit list	
	Any exhibits necessary for rebuttal	
	Any exhibits necessary for impeachment	

Exhibit C

HOPE PARKER'S TRIAL EXHIBIT LIST

Exhibit #	Description	Bates #	Objection
1.	Hope Parker's Adversary Complaint to Determine Nondischargeability of Debt Pursuant to 11 U.S.C. §523(a)(2) and 11 U.S.C. §727(a)(5)	[Adv. Doc. 1]	
2.	Evander Kane's Answer to Hope Parker's Adversary Complaint	[Adv. Doc. 15]	
3.	Hope Parker's Proof of Claim	[POC 12]	
4.	Any exhibits listed on Centennial's exhibit list		
5.	Any exhibits listed on Evander Kane's exhibit list		

Exhibit D

CENTENNIAL'S WITNESS LIST

Name	Address	Will/May Call	Objection
Centennial Bank	c/o John A. Anthony, Esquire Anthony & Partners, LLC 100 S. Ashley Ste. 1600 Tampa, Florida 33602		
Evander Frank Kane	c/o Finestone Hayes LLP 456 Montgomery St, Floor 20 San Francisco, California 94104		
John D. Fiero	c/o Pachulski Stank Ziehl & Jones LLP One Market Plaza Spear Tower, 40th Floor San Francisco, California 94105		
Sure Sports, LLC	c/o Jeffer Mangels Butler & Mitchell LLP 1900 Avenue of the Stars, 7 th Floor Los Angeles, California 90067		
Leon C. McKenzie	c/o Jeffer Mangels Butler & Mitchell LLP 1900 Avenue of the Stars, 7 th Floor Los Angeles, California 90067		
Drew Rebling	c/o Jeffer Mangels Butler & Mitchell LLP 1900 Avenue of the Stars, 7 th Floor Los Angeles, California 90067		
Zions Bancorporation	c/o Frandzel Robins Bloom & Csato, L.C. 1000 Wilshire Blvd., 19th Floor Los Angeles, California 90017		
Professional Bank	c/o Law Offices of Stephen G. Oppewall		

	4900 Hopyard Road, Ste. 100 Pleasanton, California 94588		
Eric Servaites	c/o Law Offices of Stephen G. Opperwall 4900 Hopyard Road, Ste. 100 Pleasanton, California 94588		
South River Capital	c/o Binder & Malter, LLP 2775 Park Avenue Santa Clara, California 95050		
Seven Isles Capital II, LLC	c/o Paul B. DeAngelo, Registered Agent 2328 Aqua Vista Blvd. Fort Lauderdale, Florida 33301		
Thrivest Specialty Funding LLC	c/o Fox Rothschild LLP 2000 Market St., 20th Floor Philadelphia, PA 19103		
Democracy Capital Corporation	c/o James Plack, Registered Agent 4800 Montgomery Ln, Ste. 1000 Bethesda, MD 20814		
American Bank	9001 Edmonston Road, Ste. 100 Greenbelt, Maryland 20770		
Capital Financial Partners, LLC	470 Atlantic Ave., 4 th Floor Boston, MA 02210		
DeAngelo Vehicle Services, LLC	9 Banks Avenue McAdoo, PA 18237		
East West Bank	9300 Flair Drive, 6 th Floor El Monte, California 91731		
Now Playing, LLC	1926 Hollywood Blvd., Ste. 307 Hollywood, Florida 33020		
SCL-D, LLC	10000 Town Center Ave, Ste. 410 Columbia, MD 21044		
Barry A. Smith	c/o Buchalter 1000 Wilshire Blvd. Ste. 1500 Los Angeles, California 90017		

Exhibit E

EVANDER KANE'S WITNESS LIST

Name	Address	Will/May Call	Objection
Evander Kane	c/o Finestone Hayes LLP, 456 Montgomery St, Floor 20, San Francisco, CA 94104		
Perry Kane	8447 Isabel Place, Vancouver, BC, Canada		
Sherri Kane	8447 Isabel Place, Vancouver, BC, Canada		
Tony Chiracosta	8012 Wiles Rd., Coral Springs, FL 33067		
Fred Hjelmeset	c/o Gregg S. Kleiner, Rincon Law LLP, 268 Bush Street, Suite 3335, San Francisco, CA 94104		

Exhibit F

HOPE PARKER'S WITNESS LIST

Name	Address	Will/May Call	Objection
Any witnesses listed on Centennial's witness list			